

Application No. 10/555,757
Attorney Docket No. 604-756

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Harbige et al.) Group Art Unit: Not yet assigned
Application No.: 10/555,757) Examiner: Not yet assigned
Filed: November 7, 2006)
For: USE OF TRIGLYCERIDE OILS) Confirmation No.: 2532
CONTAINING GAMMA-)
LINOLENIC ACID RESIDUES AND)
LINOLEIC ACID RESIDUES FOR)
THE TREATMENT OF)
NEURODEGENERATIVE)
DISEASE)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. § 1.47 OF MS. ERIKA SZEDON

I, ERIKA SZEDON, do hereby declare and state as follows:

1. I am the Director of Legal, Management and Compliance Services at King's College London ("the College"), a constituent College of the University of London, England. The College wholly owns a subsidiary company, King's College London Business Ltd. (formerly KCL Enterprises Ltd.), which is responsible for the management of the College's intellectual property

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1. I am the Director of Legal, Management and Compliance Services at King's College London ("the College"), a constituent College of the University of London, England. The College wholly owns a subsidiary company, King's College London Business Ltd. (formerly KCL Enterprises Ltd.), which is responsible for the management of the College's intellectual property

portfolio. I was employed as Director of Personnel & Training at the College from April 1, 2000, until taking over my current role in December, 2006.

2. Dr. Mohammed Sharief, who I understand is named as an inventor on U.S. Application No. 10/555,757 ("the '757 application"), was employed by the College from April 28, 1997, until December 20, 2006.
3. To the best of my knowledge, Dr. Sharief's last known home address is:
2-B Mainridge Road, Chislehurst, Kent, BR7 6DW England
It is the policy of the College not to release the home address of employees without their consent. The Personnel Department acts to forward on correspondence from third parties where contact via a home address is necessary.
4. On February 24, 2006, Karen Murphy of BTG wrote to me in my position as Director of Personnel asking that I forward documents for signature to Dr. Sharief (Exhibit A), which included a copy of the '757 declaration and assignment. A copy of the '757 specification was not enclosed. Ms. Murphy included a cover letter addressed to Dr. Sharief (Exhibit B), and the documents were sent on February 27, 2006, via first class Royal Mail to his home address.
5. On August 11, 2006, I mailed a further package of documents to Dr. Sharief at his home address. The envelope was sent by Royal Mail recorded delivery, where the recipient must sign for delivery. Although Dr. Sharief did

not respond, the Royal Mail tracker system confirmed that the package had been signed for on August 12, 2006 (Exhibit C).

6. On November 28, 2006, a meeting with Dr. Sharief and his legal representative Ms. Jane Ensor, of Howrey LLP, London, England, had been convened at the College. I was present at that meeting, as was the College's legal representative at that time. Although the primary purpose of the meeting was not related the execution of the declaration for the '757 application, I raised the matter at the end of the meeting whilst Ms. Ensor was present, hoping to obtain his execution of the declaration. Dr. Sharief indicated that he had only recently received the documents by mail, so I proffered another copy of the '757 declaration and assignment for his execution (without a copy of the '757 specification). He refused to accept them.
7. His solicitor, Ms Ensor, indicated that Dr. Sharief would not be signing the documents at that time and intended to seek independent legal advice. Ms. Ensor said she did not represent Dr. Sharief in the matter of this technology.
8. I executed an affidavit on January 15, 2007, setting forth facts in the previous paragraphs of this Declaration (Exhibit D). I understand that this affidavit was submitted to the United States Patent and Trademark Office with a petition under 37 C.F.R. § 1.47 on February 22, 2007 (Exhibit E). I understand that the petition was denied on the basis that, *inter alia*, a copy of the '757

specification had not been presented to Dr. Sharief at the time his refusal was made (Exhibit F).

9. In addition, on January 15, 2007, I sent a copy of the documents I presented to Dr. Sharief at the November 28, 2006, meeting to Ms. Ensor. In my cover letter, I requested that Ms. Ensor forward the documents to Dr. Sharief's attention (Exhibit G). I did not follow up with Ms. Ensor as to whether she had received the documents or forwarded them to Dr. Sharief.
10. On April 19, 2007, I sent a copy of Exhibit A, which included the '757 declaration, and a copy of the '757 application to Ms. Ensor by recorded delivery. In my cover letter (Exhibit H), I set forth the facts in paragraph 8 of this declaration. I requested that Ms. Ensor forward the documents to Dr. Sharief at his home address for his execution. I asked that Dr. Sharief execute and return the documents to Ms. Murphy by May 1, 2007, or alternatively, provide a written statement that he refused to sign them. However, my April 19, 2007, letter remains undelivered by Royal Mail. Thus, on May 15, 2007, I sent an identical copy of this package to Ms. Ensor (Exhibit I).
11. On May 18, 2007, Ms Ensor wrote to confirm that she had received my letter of May 15, 2007, and had forwarded it to Dr. Sharief (Exhibit J). On May 29, 2007, I contacted Ms Ensor by email to seek confirmation that both my letter and the enclosed documents (i.e., the '757 declaration and '757 application) had been forwarded to Dr. Sharief; she confirmed this by return email (Exhibit

- K). Ms. Ensor then informed me that she could not provide any further assistance in contacting Dr. Sharief.
12. On September 4, 2007, I sent a letter to Dr. Sharief at his home address by courier (Exhibit L) enclosing a copy of Exhibit A, which included a copy of the '757 declaration, and the '757 application. A cover letter from Ms. Murphy was also enclosed (Exhibit M). He was asked to execute the declaration and assignment, and return it to Ms. Murphy no later than September 28, 2007. A return form was provided in the letter where Dr. Sharief could indicate his receipt of the documents and whether he chose or declined to execute them.
13. Three attempts were made to deliver this package by courier to Dr. Sharief without success. Thus, my colleague Janet Urand, sent a copy of the package, which included my September 4, 2007, cover letter, to Dr. Sharief's home address by standard mail on September 14, 2007. Her cover letter described the failure to reach him by courier and renewed my request that he execute and return the documents, or indicate his refusal by return of the enclosed form, by September 28, 2007 (Exhibit N). To date, Dr. Sharief has not responded to this request.
14. To the best of my knowledge, Dr. Sharief has not executed a declaration for the '757 application. I understand that no executed documents have been returned to Ms. Murphy.

I further declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true, and

understand that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. 1001), and may jeopardize the enforceability of any patent issuing from the '757 application.

Erika Szedon

Erika Szedon

5 October 2007

Date

ATTACHMENT A

THIS CONFIRMATORY ASSIGNMENT AGREEMENT WITH THE
UNIVERSITY OF GREENWICH AND KING'S COLLEGE LONDON
APPLIES TO THE FOLLOWING

143884 BORAGE OIL FOR NEURODEGENERATION

500134 STRUCTURED LIPIDS

THIS ASSIGNMENT is made as a deed on 30th September 2003

BETWEEN:

1. THE UNIVERSITY OF GREENWICH, a company limited by guarantee, incorporated in England and Wales, of Old Royal Naval College, Park Row, Greenwich, London SE10 9LS ("UG"); and
2. KING'S COLLEGE LONDON, an institution incorporated by Royal Charter, of Strand, London WC2R 2LS, England ("KCL"); and
3. BTG INTERNATIONAL LIMITED whose company registration number in England and Wales is 2664412 and whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB, England ("BTG", including its successors and assigns); and
4. the individuals whose names and addresses are set out in Schedule 1 to this Agreement (together the "INVENTORS" and each an "INVENTOR").

WHEREAS:

- (A) By virtue of an Assignment Agreement (the "ASSIGNMENT") dated 30 July 2002 UG, KCL and the INVENTORS each agreed to assign to BTG certain inventions, together with other rights and intellectual property (if any) and to share the revenues derived from exploiting those rights on the terms of a Revenue-Sharing Agreement of the same date (the "REVENUE SHARING AGREEMENT") made between UG, KCL, the INVENTORS and BTG.
- (B) The ASSIGNMENT provides, inter alia, for the assignment of certain further inventions which are essentially related to the inventions actually assigned on 30 July 2002 ("ESSENTIALLY RELATED INVENTIONS").
- (C) Dr Harbige and Dr Leach have now created further inventions (the "FURTHER INVENTIONS") which build upon the previous inventions created by Dr Harbige, Dr Leach, and Dr Sharief (the "INVENTORS") assigned on 30 July 2002. Details of these FURTHER INVENTIONS are set out in Confidential Schedule 2.
- (D) The parties to this AGREEMENT wish to confirm that they deem the FURTHER INVENTIONS to be ESSENTIALLY RELATED INVENTIONS and that as such they are effectively assigned to

BTG under clause 2.1.2 of the ASSIGNMENT and the proceeds of the commercialisation of these FURTHER INVENTIONS shared on the terms of the REVENUE SHARING AGREEMENT.

- (E) Notwithstanding (D), the parties wish, by this AGREEMENT, to confirm the assignment of the FURTHER INVENTIONS on the terms of the ASSIGNMENT and to confirm that revenues derived from commercialising the FURTHER INVENTIONS will be shared on the terms of the REVENUE SHARING AGREEMENT.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

- 1.1 In this Agreement the definitions below shall have the following meanings:

"AGREEMENT" means this Agreement;

"COPYRIGHT" such existing and future copyright, arising from the work of any of: (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as is currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which subsists in the FURTHER INVENTIONS and the KNOW-HOW;

"EFFECTIVE DATE" the date of this AGREEMENT;

"ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW" any existing or further invention and/or know-how which are essentially related to the FURTHER INVENTIONS, of which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes proprietor, and which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes free to assign to BTG without encumbrances, and which is disclosed to BTG with the intent that such invention and/or know-how shall be included in an application by BTG which application claims priority from any application made in respect to the FURTHER INVENTIONS under the Patents Act 1977 or any International Convention or Treaty;

"FORMULATIONS"	such existing and future forms and formulations of the oils identified in Schedule 2 arising from the work of any of (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as are currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which subsist in the FURTHER INVENTIONS (or any of them) and which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes free to assign to BTG without encumbrances;
"FURTHER INVENTIONS"	means the inventions which are described in Confidential Schedule 2 to this Agreement arising from the work of any of the INVENTORS;
"IPR"	the FURTHER INVENTIONS (or any of them), the COPYRIGHT, the FORMULATIONS, the KNOW-HOW, and any other rights (other than any relevant moral rights);
"KNOW-HOW"	such existing and future know-how, including but not limited to notes, techniques, processes, formulae, experimentation results, drawings, models, prototypes designs, computer software, technical information and data, and calculations arising from the work of any of: (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as are currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which may subsist in the FURTHER INVENTIONS (or any of them);
"PATENTS"	<ul style="list-style-type: none"> i) any applications for patents over the FURTHER INVENTIONS and any patents which may be granted pursuant to such applications; and ii) any re-issues and extensions of such patents, and any divisions and continuations of such applications.

- 1.2 In this Agreement the singular shall, where the context so permits, include the plural and vice versa. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses. References in this Agreement to clauses and schedule are to clauses

of and schedule to this Agreement. The Schedules and Recitals form part of this Agreement.

- 1.3 Capitalised terms used in this Agreement which are not defined in this Agreement shall have the meanings ascribed to them in the ASSIGNMENT and the REVENUE SHARING AGREEMENT.

2. ASSIGNMENT AND COMMERCIALISATION

- 2.1 UG, KCL, and the INVENTORS each as to its/their respective rights and interests, hereby assigns to BTG with full title guarantee:

2.1.1 the IPR and all their respective rights and interests therein, together with the full, unfettered, and exclusive right to use the same for any purpose, and

2.1.2 any ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW, and

2.1.3 the right to apply for and obtain patent or other similar protection in any territory, or group of territories, in respect of the FURTHER INVENTIONS and any other ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW.

- 2.2 Notwithstanding the provisions of clause 2.1, UG, KCL, and the INVENTORS shall retain a right to use the FURTHER INVENTIONS and IPR solely for the purposes of its/their own academic teaching and non-commercial research.

- 2.3 BTG shall endeavour to secure the patenting and commercialisation of the FURTHER INVENTIONS and the IPR on the terms of the REVENUE-SHARING AGREEMENT.

3. COVENANTS

- 3.1 UG, KCL, and the INVENTORS hereby covenant with BTG that respectively:

3.1.1 they will (so far as necessary) permit and enable BTG to apply for, and will take all reasonable steps, at the request and cost of BTG, to assist BTG in obtaining, the grant of patent or other protection for the IPR, or like protection in respect of the FURTHER INVENTIONS, in any territory as may be required by BTG; and

- 3.1.2 they will, at the request and cost of BTG, execute and do all such documents, acts and things as may be necessary for the purposes of this AGREEMENT; and
- 3.1.3 they will promptly disclose the IPR to BTG.

4. WARRANTIES

- 4.1 UG, KCL, and the INVENTORS hereby warrant each as to its/their respective IPR that, except as they have disclosed in writing to BTG prior to the EFFECTIVE DATE, and to the best of their knowledge and belief as at the EFFECTIVE DATE:
 - 4.1.1 the entire right, title, and interest, in and to the FURTHER INVENTIONS and the IPR are vested in UG and/or KCL and/or the INVENTORS with full title guarantee, together with all rights relating to the transferability thereof; and
 - 4.1.2 they are each free to disclose the IPR to BTG; and
 - 4.1.3 they have not entered into any options, agreements, or other arrangements, with third parties affecting such right, title, and interest, or the commercialisation of the FURTHER INVENTIONS and the IPR; and
 - 4.1.4 they are not aware of any facts or circumstances which might render any of the PATENTS invalid or incapable of enforcement; and
 - 4.1.5 they are not aware that any person is entitled to call for possession or control of any of the FORMULATIONS.
- 4.2 UG, KCL, and the INVENTORS shall promptly notify BTG in writing if they become aware of any of the matters referred to in clause 4.1, insofar as they are free and able so to do.

5. PROVISION OF RELEVANT INFORMATION

- 5.1 If UG and/or KCL and/or the INVENTORS are or become aware of information relating to:

5.1.1 any use by any third party of any of the FURTHER INVENTIONS and/or any of the IPR which might amount to an infringement of any of their respective rights therein, or

5.1.2 any other unauthorised use of any of the IPR,

then, in so far as they are free and able to do so, UG and/or KCL and/or the INVENTORS shall make reasonable efforts to inform BTG of such information without delay.

5.2 Each of UG and KCL and the INVENTORS recognise that BTG's ability to exploit the FURTHER INVENTIONS and/or the IPR and/or to devise an exploitation strategy for the FURTHER INVENTIONS and/or the IPR may be affected by matters other than infringement and/or any other unauthorised use of the IPR. Insofar as UG and/or KCL and/or the INVENTORS are free to do so, they will inform BTG of any such matters which come to their notice and which appear to be relevant and which are not in the public domain.

6. CONFIDENTIALITY

6.1 UG and KCL and the INVENTORS shall each keep the KNOW-HOW confidential, and shall not use, disclose, or part with any of the KNOW-HOW, orally or in writing, to any third party without BTG's prior written consent. These obligations, together with those under clause 6.2, shall not apply to:

6.1.1 any of the KNOW-HOW which is, or becomes, in the public domain, otherwise than by any breach of this Agreement by UG and/or KCL and/or any of the INVENTORS; or

6.1.2 any of the KNOW-HOW which is required to be disclosed or made available by UG and/or KCL and/or the INVENTORS to a third party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction, so long as UG and/or KCL and/or the INVENTORS take reasonable steps, in light of the circumstances, to give BTG sufficient prior notice in order to contest such law, governmental regulation, or decision; or

6.2 UG and KCL and the INVENTORS (or any of them) shall not disclose or publish those FURTHER INVENTIONS or any part of such FURTHER INVENTIONS or those

ESSENTIALLY RELATED INVENTIONS or any part of such ESSENTIALLY RELATED INVENTIONS which arise from the work of any of (a) the INVENTORS or (b) the research groups under the direction of the INVENTORS for the period while they are employees of UG or KCL without the prior written consent of BTG provided that, if UG and/or KCL and/or any INVENTOR wishes to disclose or publish such information or data:

- 6.2.1 UG and/or KCL and/or the applicable INVENTOR will submit the information or data to BTG in its final form; and
- 6.2.2 BTG will not be entitled to withhold consent against disclosure or publication for longer than 90 days (or such other period as may be agreed) from the date of submission to BTG.

7. GENERAL PROVISIONS

- 7.1 UG and KCL and the INVENTORS each hereby irrevocably appoint BTG as their Attorney, to execute and do any document, act, or thing which may be necessary for the purposes of clause 2.1 of this AGREEMENT.
- 7.2 This AGREEMENT shall be binding on, and enure to the benefit of, the successors and assigns of the respective parties, and the definitions "UG" and "KCL" and "BTG" shall be construed accordingly.
- 7.3 This AGREEMENT shall be read and construed in accordance with, and be governed by, English law and all the parties to it submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereof this document has been executed and delivered as a deed on the day and year first written above.

Schedule 1

THE INVENTORS

Dr L S Harbige of 40 Middleton Close, Chingford, London, E4 8EA.
Dr M J Leach of 48 Cherry Tree Walk, West Wickham, Kent, BR4 9EF.
Dr M Sharief of King's College London, Strand, London WC2R 2LS.

Confidential Schedule 2

THE INVENTIONS

Invention A:

The use of triglycerides of gamma linolenic acid, dihomo-gamma linolenic acid, and arachidonic acid for use in elevating and/or modulating TGF β and treating neurodegenerative conditions, particularly multiple sclerosis.

Invention B:

Triglycerides as in Invention A, but also including residues of other fatty acids including oleic acid and saturated acids for use in elevating and/or modulating TGF β and treating neurodegenerative conditions, particularly multiple sclerosis.

Invention C:

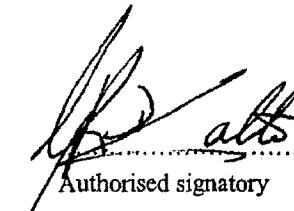
The use of triglycerides where at least one of the side chains comprises any of the fatty acids listed in Invention A or Invention B and where at least one side chain is phosphocholine for use in elevating and/or modulating TGF β and treating neurodegenerative conditions, particularly multiple sclerosis.

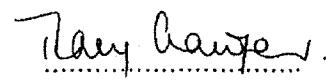
SIGNED as a DEED
by THE UNIVERSITY OF GREENWICH
acting by:

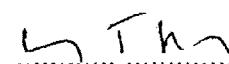

Authorised signatory

and

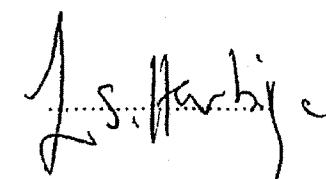
EXECUTED and DELIVERED as a DEED
on behalf of KING'S COLLEGE LONDON
acting by:

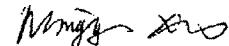

Authorised signatory


Authorised signatory


Authorised signatory

EXECUTED and DELIVERED as a DEED
By DR L S HARBIGE
in the presence of:


Authorised signatory

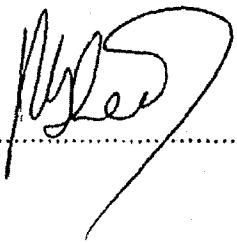
Witness signature: 

Witness name: MINGYAN XIANG

Witness address: 9 Perry Street,
Chatham, Kent
ME4 6XA

Witness occupation: post-doctor research fellow

EXECUTED and DELIVERED as a DEED)
By DR M J LEACH)
in the presence of:)



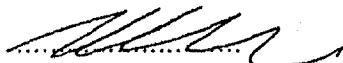
Witness signature: Rachel Clark

Witness name: RACHEL CLARK

Witness address: 22 GARDLEY ROAD
BELLINGE
KENT, DA17 6HA

Witness occupation: Secretary

EXECUTED and DELIVERED as a DEED)
By DR M SHARIEF)
in the presence of:)



Witness signature: David Morley

Witness name: DAVID MORLEY

Witness address: 22 Rockfield
Woolmer Hill
Haslemere GU27 1NA

Witness occupation: I.P. Administrator.

EXECUTED and DELIVERED as a DEED)
On behalf of BTG INTERNATIONAL LIMITED)
acting by:)



Director/authorised signatory



Secretary/authorised signatory

EXHIBIT A

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole Inventor (if only one name is listed below) or an original, first and joint Inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

USE OF TRIGLYCERIDE OILS CONTAINING GAMMA-LINOLENIC ACID RESIDUES AND LINOLEIC ACID RESIDUES FOR THE TREATMENT OF NEURODEGENERATIVE DISEASE

the specification of which (check applicable box(es)):

is attached hereto
 was filed on November 7, 2005 as U.S. Application Serial No. Unassigned (Atty. Dkt. No. 604-756)
 was filed as PCT International application No. PCT/GB2004/002089 on 14 May 2004

and (if applicable to U.S. or PCT application) was amended on

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or Inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):

Application Number	Country	Day/Month/Year Filed
0311081.4	United Kingdom	14 May 2003
60/497,332	United States	25 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below:

Prior U.S./PCT Application(s): Application Serial No. PCT/GB2004/002089	Day/Month/Year Filed 14 May 2004	Status: patented pending, abandoned
---	-------------------------------------	--

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby appoint Nixon & Vanderhye P.C., telephone number 703-816-

4000 (to whom all communications are to be directed) and the attorneys of: **Customer Number 23117**, individually and collectively owner's/owners' attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent. I also authorize Nixon & Vanderhye to add or delete attorneys from that Customer Number, and to act and rely solely on instructions directly communicated from the person, assignee, attorney, firm, or other organization sending instructions to Nixon & Vanderhye on behalf of the owner(s).

1.	Inventor's Signature: Inventor: <u>Laurence</u> S. <u>Harbige</u> Date: _____ (first) MI (last) _____ British (citizenship) _____
Residence: (city) <u>London</u> (state/country) <u>United Kingdom</u>	
Mailing Address: <u>40 Middleton Close, London, United Kingdom</u>	
(Zip Code) <u>E4 8EA</u>	
2.	Inventor's Signature: Inventor: <u>Michael</u> J. <u>Leach</u> Date: _____ (first) MI (last) _____ British (citizenship) _____
Residence: (city) <u>Kent</u> (state/country) <u>United Kingdom</u>	
Mailing Address: <u>48 Cherry Tree Walk, West Wickham, Kent, United Kingdom</u>	
(Zip Code) <u>BR4 9EF</u>	

See attached sheet(s) for additional inventor(s) information!!

604-756
Serial No. Unassigned
Page 2

Nixon & Vanderhye P.C. (10/99)
(Domestic Non-Assigned/Foreign)

3.	Inventor's Signature:	Date:
	Inventor: Mohammed Sharief	British
	(first) MI (last)	(citizenship)
Residence: (city)	London	(state/country) United Kingdom
Mailing Address:	Dept. of Clinical Neurosciences, Guy's, King's St. Thomas' School of Medicine, Hodgkin Building, Guy's Hospital, London, United Kingdom	
(Zip Code)	SE1 9RT	
4.	Inventor's Signature:	Date:
	Inventor: _____	_____
	(first) MI (last)	(citizenship)
Residence: (city)	_____	(state/country) _____
Mailing Address:	_____	
(Zip Code)	_____	
5.	Inventor's Signature:	Date:
	Inventor: _____	_____
	(first) MI (last)	(citizenship)
Residence: (city)	_____	(state/country) _____
Mailing Address:	_____	
(Zip Code)	_____	
6.	Inventor's Signature:	Date:
	Inventor: _____	_____
	(first) MI (last)	(citizenship)
Residence: (city)	_____	(state/country) _____
Mailing Address:	_____	
(Zip Code)	_____	

FOR ADDITIONAL INVENTORS, check box [] and attach sheet with same information and signature and date for each.

ASSIGNMENT FOR PATENT APPLICATION
(U.S. Rights Only)

WHEREAS, Laurence S. Harbige, Michael J. Leach, and Mohammed Sharief, (hereinafter ASSIGNORS) of 40 Middleton Close, London, United Kingdom E4 8EA; 48 Cherry Tree Walk, West Wickham, Kent, United Kingdom BR4 9EF; and Dept. of Clinical Neurosciences, Guy's, King's St. Thomas' School of Medicine, Hodgkin Building, Guy's Hospital, London, United Kingdom SE1 9RT; respectively, have made an invention entitled USE OF TRIGLYCERIDE OILS CONTAINING GAMMA-LINOLENIC ACID RESIDUES AND LINOLEIC ACID RESIDUES FOR THE TREATMENT OF NEURODEGENERATIVE DISEASE for which a so-entitled application for Letters Patent of the United States is being concurrently executed herewith; was filed in the United States Patent and Trademark Office on November 7, 2005 under Serial No. Unassigned;

WHEREAS, BTG International Limited (hereinafter ASSIGNEE), a corporation of the Country of United Kingdom, having an office and place of business at 10 Fleet Place, Limeburner Place, London, United Kingdom EC4M 7SB is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNEES by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNEE'S entire right, title and interest in the United States of America as defined in 35 U.S.C. § 100, in and to the invention as described in the aforesaid application and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said application, and all resulting patents, and the ASSIGNEE hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention;

ASSIGNEE hereby agree to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred.

AGREED and executed as noted below:

604-756

Date

Laurence S. Harbige

Date

Michael J. Leach

Date

Mohammed Sharief

EXHIBIT B



COPY

URGENT

24 February 2006

Dr M Sharief
Dept of Clinical Neurosciences
Guy's, King's & St. Thomas' School Of Medicine
Hodgkin Building
Guy's Hospital
London
SE19RT

Dear Dr Sharief

**Re: National Patent Applications corresponding to
International Application No. PCT/GB04/002089
OMEGA-3 AND OMEGA-6 FATTY ACIDS AND ISCHAEMIC BRAIN INJURY
Our ref: 143884**

Please find enclosed Assignment documents required by the Patent Offices in Canada, Spain, Finland, Sweden and USA, for national patents filed corresponding to the above-mentioned International patent application. I would appreciate it if you could sign, date and return the enclosed documents at your earliest convenience as we have a deadline of early March in which to file the enclosed documents. Please note that the Canadian Assignment document requires witnessing.

I will send further documents which require signature in due course but, if, in the meantime you could sign and return those enclosed, I would be grateful.

Copies of the documents have also been sent to your co-inventors for signature.

Thanking you in advance for your assistance in this matter.

Kind regards

A handwritten signature in black ink, appearing to read "K. Murphy".

Karen Murphy
IP Business Services

Enc: Assignment documents - Canada, Spain, Finland, Sweden and USA

BTG International Ltd

10 Fleet Place Limeburner Lane London EC4M 7SB T: +44 [0]20 7575 0000 F: +44 [0]20 7575 0010
info@btgplc.com www.btgplc.com

BTG International Ltd 10 Fleet Place Limeburner Lane London EC4M 7SB
info@btgplc.com www.btgplc.com

EXHIBIT C



SEND ANY
WHEREVER MAIL
GET A NAME
SEARCHPRINT
MAILPRINT
OFFICESPRINT
SHOP[Home](#)[Home > Track and trace >](#)**Track and trace**Sending tracked
mail

Tracking your mail

**Log in or
register here**

Email:

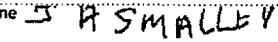
Password:

[Register](#)  [Log in](#) Please enter your 13 digit reference number
e.g. AA 0001 0001 9GB

ZH819939882GB

[Find item](#) [How to find your reference number](#) Your item with reference ZH819939882GB was
delivered from our CHISLEHURST Delivery
Office on 12/08/06.

Thank you for using this service.

We can confirm that this item was delivered
before the guaranteed time.The electronic Proof of Delivery for this item is
now displayed below.**Electronic Proof of Delivery for your item**Print Name 

Time

Check time & sign

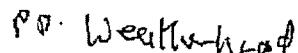
[Print this image \(opens in a new window\)](#) 

EXHIBIT D

At a meeting with Dr M K Sharief on 28 November 2006 at King's College London, I asked whether he had received documents relating to a technology being commercialised by BTG which had already been sent to his home address recorded delivery on 11th August 2006 with a covering letter. He said that he had received the documents but relatively recently as they had been delivered to the incorrect house number. [The Royal Mail records show the delivery was signed for on 12 August 2006.]

I explained that his signature was required and proffered a further set of documents as listed below. He did not accept these and his response, as communicated by his solicitor, was that he was not going to sign the documents at this time and that he was seeking independent legal advice before signing the documents. No timeframe was given.

Signed:  Date: 15 January 2007
Erika Szedon
Director
Legal, Management and Compliance Services

Appendix

Documents provided to Dr Sharief for signature from KCL Enterprises:

1. Revenue Share agreement – revision to agreement of July 2002
2. Patent Prosecution Formalities Documents:-
 - (i) BTG case reference 500850WO01 "Structured Phospholipids":-
 - a) Appointment of Agent form
 - b) Confirmatory Assignment document (7 copies)
 - (ii) BTG case reference 134 "Treatment of Neurodegenerative Conditions":-
 - a) Assignment document – China
 - b) Declaration and Power of Attorney form - USA
 - c) Assignment document - USA
 - d) Assignment document - Sweden
 - e) Assignment document - Finland
 - f) Assignment document - Canada
 - (iii) BTG case reference 884 "Use of triglyceride oils containing Gamma-Linolenic Acid residues and Linoleic Acid residues for the treatment of neurodegenerative disease" (Borage Oil):-
 - a) Assignment document – Canada
 - b) Inventors declaration form - USA
 - c) Assignment document – USA
 - d) Assignment document – Sweden
 - e) Assignment document – Finland
 - f) Assignment document - Spain

EXHIBIT E

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

HARBIGE et al Atty. Ref.: 604-756; Confirmation No. 2532

Appl. No. 10/555,757 TC/A.U. Unassigned

Filed: November 7, 2005 Examiner: Unassigned

For: USE OF TRIGLYCERIDE OILS CONTAINING GAMMA-LINOLENIC ACID
RESIDUES AND LINOLEIC ACID RESIDUES FOR THE TREATMENT OF
NEURODEGENERATIVE DISEASE

* * * * * * * * *
February 22, 2007

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

RULE 47 PETITION

Pursuant to 37 CFR §1.47(a), 35 USC §116, second paragraph, and MPEP §409.03(a), it is respectfully requested that available joint inventors be permitted to make application for United States letters patent on behalf of themselves and inventor Mohammed Sharief who refuses to join with this application.

As evidenced by the attached Statement of Erika Szedon of Kings College London, dated January 15, 2007, Dr. Sharief has refused to sign the documents for proceeding with this case. The documents proffered to Dr. Sharief are listed in the Appendix to the Statement.

Additional documents attached in support of this Petition are listed below:

Executed Rule 63 Declaration by remaining inventors

HARBIGE et al
Appl. No. 10/555,757
February 22, 2007

Executed assignment by remaining inventors

Code of Practice for Outside Work and the Exploitation of Inventions

Extract from current King's College London Financial Regulations

United Medical & Dental Schools of Guy's & St. Thomas's Hospitals (University of London)

20. Intellectual Property and Intellectual Property Rights

E-mail dated February 5, 2007 from Erika Szedon to Alison Campbell

The last known address of the refusing inventor Sharief is listed in the Declaration and is repeated below:

Dr. Mohammed Sharief
Department of Clinical Neurosciences
Guy's
King's St. Thomas's School of Medicine
Hodgkin Building
Guy's Hospital
London
United Kingdom

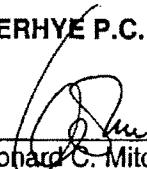
The petition fee of 37 CFR §1.17(i) is attached. The Commissioner is authorized to charge our deposit account No. 14-1140 in whatever additional amount, if any, necessary for granting this petition.

HARBIGE et al
Appl. No. 10/555,757
February 22, 2007

It is respectfully requested that this Petition be granted

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: 

Leonard C. Mitchard
Reg. No. 29,009

LCM:Iff
901 North Glebe Road, 11th Floor
Arlington, VA 22203-1808
Telephone: (703) 816-4000
Facsimile: (703) 816-4100

EXHIBIT F

08 MAR 2007



UNITED STATES PATENT AND TRADEMARK OFFICE

LCM
604-756
Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

Leonard C. Mitchard
Nixon & Vanderhye, P.C.
901 North Glebe Road, 11th Floor
Arlington, VA 22203-1808

In re Application of
HARBIGE, et al.
U.S. Application No.: 10/555,757
PCT No.: PCT/GB04/02089
Int. Filing Date: 14 May 2004
Priority Date: 14 May 2003
Attorney Docket No.: 604-756
For: USE OF TRIGLYCERIDE OILS CONTAINING
GAMMA-LINOLENIC ACID RESIDUES AND
LINOLEIC ACID RESIDUES FOR THE TREAT-
MENT OF NEURODEGENERATIVE DISEASE

2 MG Reg Recd/aid
DOCKETED

LT/MATTER # 604-756
MAIL DATE 3/8/07
DUE DATE May 8, 2007
FINAL DEADLINE Oct 8, 2007
DOCKETED BY BRI

DECISION ON PETITION

UNDER 37 CFR 1.47(a)

This decision is in response to the applicant's "RULE 47 PETITION" filed 22 February 2007 in the United States Patent and Trademark Office (USPTO) to accept the application without the signature of joint inventor Mohammed Sharief.

BACKGROUND

On 14 May 2004, applicant filed international application PCT/GB04/02089 which claimed priority to an earlier application filed 14 May 2003. A copy of the International Application was forwarded to the United States Patent and Trademark Office (USPTO) from the International Bureau (IB) on 25 November 2004. The thirty-month period for paying the basic national fee in the United States expired at midnight on 14 November 2005.

On 07 November 2005, applicant filed a transmittal letter for entry into the national stage in the United States which was accompanied by the requisite basic national fee, an Information Disclosure Statement and a first preliminary amendment.

On 22 November 2006, applicant was mailed a "NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 U.S.C. 371" (Form PCT/DO/EO/905) informing applicant of the need to provide an oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the international application number and international filing date. Applicant was afforded two months to file the proper reply and informed that this period could be extended pursuant to 37 CFR 1.136(a).

On 22 February 2007, applicant filed the present petition under 37 CFR 1.47 accompanied by a petition for a one-month extension of time and payment of the appropriate extension of time fee. As such, the response is considered timely filed. It is noted that applicant

provided a petition fee payment of \$130.00. The petition fee for a petition under 37 CFR 1.47 is \$200.00 as detailed in 37 CFR 1.17(g). The additional \$70.00 will be charged to deposit account number 14-1140 as authorized.

DISCUSSION

A petition under 37 CFR 1.47(a) must be accompanied by (1) the fee under 37 CFR 1.17(g), (2) factual proof that the missing joint investor refuses to execute the application or cannot be reached after diligent effort, (3) a statement of the last known address of the missing inventor, and (4) an oath or declaration by each 37 CFR 1.47(a) applicant on his or her own behalf and on behalf of the non-signing joint inventor. Applicant has satisfied items (1), (3) and (4) above.

Regarding item (2), Section 409.03(d) of the Manual of Patent Examining Procedure (MPEP) states, in part:

Before a refusal can be alleged, it must be demonstrated that a *bona fide* attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the non-signing inventor for signature."

Applicant has provided a firsthand statement from Erika Szedon detailing a meeting with the non-signing inventor, Dr. Sharief. However, the statement does not provide sufficient detail to satisfy item (2) above. It is unclear from the statement and documentation whether a copy of the application papers was presented to Dr. Sharief. It appears that he was merely presented with declaration and assignment documents for execution. As shown above, a complete set of application papers must be presented to the inventor prior to his refusal to assure that the inventor understands to which invention the declaration is directed.

In addition, it appears from the statement that Dr. Sharief has retained counsel to advise him on the matter. Ms. Szedon states that, "[h]is response, as communicated by his solicitor, was that he was not going to sign the documents at this time and that he was seeking independent legal advice before signing the documents." If this information was communicated orally to Ms. Szedon details of the conversation should be provided as to the date and time and the name of the attorney. See MPEP 409.03(d):

When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts.

In light of the above it is not possible to grant applicant's petition under 37 CFR 1.47(a) at this time.

CONCLUSION

For the reasons stated above, applicant's petition under 37 CFR 1.47(a) is **DISMISSED without prejudice.**

Any reconsideration on the merits of this petition must be filed within **TWO (2) MONTHS** from the mail date of this decision. Any reconsideration request should include a cover letter entitled "Renewed Petition Under 37 CFR 1.47(a)." Extensions of time may be obtained under 37 CFR 1.136(a).

Any further correspondence with respect to this matter should be directed to Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450, with the contents of the letter marked to the attention of the Office of PCT Legal Administration.



Derek A. Putonen
Attorney Advisor
Office of PCT Legal Administration
Tel: (571) 272-3294
Fax: (571) 273-0459

EXHIBIT G

**Legal, Management
& Compliance
Services**

Director
Erika Szedon MA FCIPD

James Clerk Maxwell Building
57, Waterloo Road
London SE1 8WA
Telephone 020 7848 3459
Fax 020 7848 3481
Email: erika.szedon@kcl.ac.uk
<http://www.kcl.ac.uk>

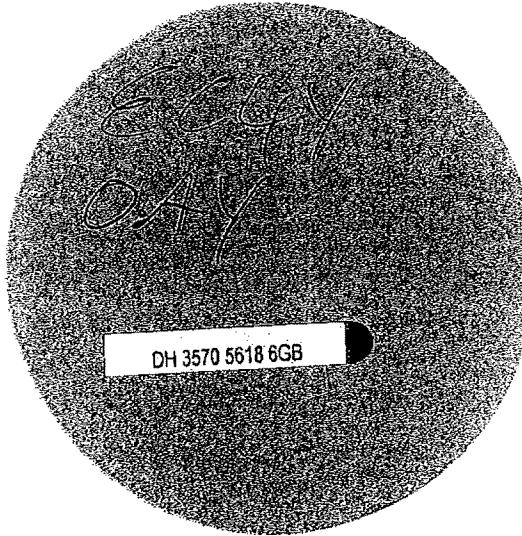


University of London

15 January 2007

Confidential

Ms J Ensor
Howrey LLP
22 Tudor Street
London
EC4Y 0AY



Dear Ms Ensor

Dr MK Sharief and BTG documentation

You will recall that on 28 November 2006, I raised the issue of Dr Sharief signing documentation relating to a technology being commercialised by BTG and was advised that he was taking legal advice before doing so. I enclose the further set of the relevant documents proffered to him at that meeting but which he declined to accept and would be grateful if you would pass these on to Dr Sharief for his urgent attention.

I also wrote to Dr Sharief on 30 November 2006 asking whether he would agree to his home address being released to BTG so that they could contact him direct but have received no response from him. I would be grateful if he would contact Dr Campbell at the address below with his response to that request.

Yours sincerely

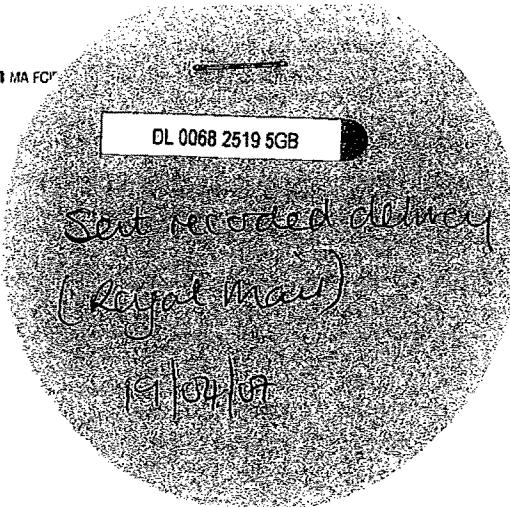
A handwritten signature in black ink, appearing to read "Erika Szedon".

Erika Szedon
Director
Legal, Management & Compliance Services

encl

cc Dr A Campbell
 Managing Director
 KCL Enterprises Ltd
 King's College London
 Capital House
 42 Weston Street
 London SE1 3QD

EXHIBIT H



19 April 2007

Confidential

Ms J Ensor
Howrey LLP
22 Tudor Street
London
EC4Y OAY

Dear Ms Ensor

Dr MK Sharief and BTG documentation

As you will be aware, King's College London (King's) has on several occasions sought the signature of Dr Mohammed Sharief on certain patent prosecution documents relating to inventions made whilst he was an employee of King's. He has not agreed to sign such documentation to date. In order to satisfy certain formalities at the United States Patent and Trademark Office (USPTO) regarding Dr Sharief's non-cooperation we filed a Declaration in February of this year confirming that the documents had been presented to Dr Sharief for signing, but that he had declined to do so.

We have now been advised by the USPTO that when the various patent prosecution documents were provided to Dr Sharief for execution they should have been accompanied by a copy of each of the relevant patent applications. In not including a copy of the specifications we inadvertently failed to satisfy Section 409.03(d) of the Manual of Patent Examining Procedure. In order to rectify this situation BTG (who are leading on patent prosecution) have collated another set of the formalities documents for signature by Dr Sharief, accompanied by the related patent application specifications. These documents are enclosed together with a covering letter from Karen Murphy, the BTG executive dealing with this matter.

We request that the letter and enclosures from BTG should be passed to Dr Sharief by your office as a matter of urgency since the USPTO have requested a response by 8 May 2007. If Dr Sharief agrees to sign the documents please ensure they are returned to Karen Murphy at BTG by 1 May 2007 so that they may be forwarded to the USPTO in good time (an addressed envelope is enclosed). If Dr Sharief refuses to sign please provide me with a written statement to that effect, including confirmation of the date that the documents were received by Dr Sharief and the time and place of the refusal to sign. This information

will be required in any further Declaration that we may need to make to the USPTO.

Please acknowledge receipt of this letter and its enclosures.

Thank you for your anticipated assistance in this matter.

Yours sincerely



Erika Szedon
Director
Legal, Management & Compliance Services

encl

cc Dr A Campbell
Managing Director
KCL Enterprises Ltd
King's College London
Capital House
42 Weston Street
London SE1 3QD

EXHIBIT I

15 May 2007

Ex. I

Confidential

Ms J Ensor
Howrey LLP
22 Tudor Street
London
EC4Y OAY

Dear Ms Ensor

Dr MK Sharief and BTG documentation

I enclose a copy of a letter which regrettably the Royal Mail failed to deliver to you last month and would be grateful for your assistance in this matter.

Please acknowledge receipt of this letter and its enclosures.

Yours sincerely



Erika Szedon
Director
Legal, Management & Compliance Services

encl

cc Dr A Campbell
Managing Director
KCL Enterprises Ltd
King's College London
Capital House
42 Weston Street
London SE1 3QD

19 April 2007

Confidential

Ms J Ensor
Howrey LLP
22 Tudor Street
London
EC4Y OAY

COPY

Dear Ms Ensor

Dr MK Sharief and BTG documentation

As you will be aware, King's College London (King's) has on several occasions sought the signature of Dr Mohammed Sharief on certain patent prosecution documents relating to inventions made whilst he was an employee of King's. He has not agreed to sign such documentation to date. In order to satisfy certain formalities at the United States Patent and Trademark Office (USPTO) regarding Dr Sharief's non-cooperation we filed a Declaration in February of this year confirming that the documents had been presented to Dr Sharief for signing, but that he had declined to do so.

We have now been advised by the USPTO that when the various patent prosecution documents were provided to Dr Sharief for execution they should have been accompanied by a copy of each of the relevant patent applications. In not including a copy of the specifications we inadvertently failed to satisfy Section 409.03(d) of the Manual of Patent Examining Procedure. In order to rectify this situation BTG (who are leading on patent prosecution) have collated another set of the formalities documents for signature by Dr Sharief, accompanied by the related patent application specifications. These documents are enclosed together with a covering letter from Karen Murphy, the BTG executive dealing with this matter.

We request that the letter and enclosures from BTG should be passed to Dr Sharief by your office as a matter of urgency since the USPTO have requested a response by 8 May 2007. If Dr Sharief agrees to sign the documents please ensure they are returned to Karen Murphy at BTG by 1 May 2007 so that they may be forwarded to the USPTO in good time (an addressed envelope is enclosed). If Dr Sharief refuses to sign please provide me with a written statement to that effect, including confirmation of the date that the documents were received by Dr Sharief and the time and place of the refusal to sign. This information

will be required in any further Declaration that we may need to make to the USPTO.
Please acknowledge receipt of this letter and its enclosures.

Thank you for your anticipated assistance in this matter.

Yours sincerely



Erika Szedon
Director
Legal, Management & Compliance Services

encl

cc Dr A Campbell
Managing Director
KCL Enterprises Ltd
King's College London
Capital House
42 Weston Street
London SE1 3QD

EXHIBIT J

Our ref: **04605.0115/PJF/JLE/smj**
Your ref:

PRIVATE & CONFIDENTIAL

Ms Erika Szedon
Director of Legal, Management
and Compliance Services
James Clerk Maxwell Building
57 Waterloo Road
LONDON
SE1 9WA

18 May 2007

Dear Ms Szedon

Dr M K Sharief and BTG Documentation

Thank you for your letter dated 15 May 2007, which I have forwarded to Dr Sharief.

For your information, I am not instructed [REDACTED] to advise Dr Sharief in respect of these matters and all future correspondence should therefore be directed to him and not through ourselves.

Yours sincerely



Jane Ensor
Solicitor-Advocate (All Higher Courts)

EXHIBIT K

Fri Sep 28 18:24:39 2007

RE: your ref: 04605.0115/PJF/JLE/smj

Date: Tue, 29 May 2007 13:49:29 +0100
From: "Ensor, Jane" <EnsorJ@Howrey.com>
Subject: RE: your ref: 04605.0115/PJF/JLE/smj
To: erika.szedon@kcl.ac.uk
In-Reply-To: <EXECMAIL.1070529114435.A@PERS826JCMBES.kcl.ac.uk>
Message-ID: <DF2033BF9EB0DD41872C4FC87D0C174AC4A32E@EUXCHVS0.DC.howrey.net>

Dear Ms Szedon

Thank you for your email. I did forward your letter and enclosed documents to Dr Sharief, but am unable to do anything more than that.

With kind regards.

Jane Ensor

-----Original Message-----

From: erika.szedon@kcl.ac.uk [mailto:erika.szedon@kcl.ac.uk]
Sent: 29 May 2007 11:45
To: Ensor, Jane
Subject: your ref: 04605.0115/PJF/JLE/smj

Dear Ms Ensor

re Dr MK Sharief and BTG documentation

I am very sorry to trouble you again but further to your letter of 18 May 2007, I would be grateful if you could confirm for the record that you forwarded both the letter and the enclosed documents to Dr Sharief.

Thank you for your assistance in this matter.

Yours sincerely

Erika Szedon

Erika Szedon MA FCIPD
Director
Legal, Management & Compliance Services
King's College London
Room 8.32, James Clerk Maxwell Building
57 Waterloo Road
London SE1 8WA

tel: 020 7848 3459 / 3830
fax: 020 7848 3481

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If you receive this email in error, please notify us by reply email immediately so that we can arrange for the retrieval

EXHIBIT L

4 September 2007

PRIVATE & CONFIDENTIAL

Dr M K Sharief
2 B Mainridge Road
Chislehurst
Kent
BR7 6DW

COPY

Dear Dr Sharief

BTG documentation

I enclose another set of the patent documentation which I have previously forwarded to you on behalf of BTG and which was also forwarded to you by Howrey LLP at our request on behalf of BTG in May 2007.

You are again requested to sign these documents as indicated in Karen Murphy's cover letter of 11 April 2007 / the attached cover notes. These documents are in addition to those forwarded to you last month under cover of Ms Murphy's letter of 20 June 2007. Please also sign those documents as indicated in that letter, and return both sets to BTG in the envelope provided. Please do this as soon as possible but in any event in sufficient time for the documents to be received by BTG no later than Friday 28 September 2007.

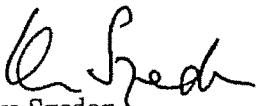
If you decline to sign the patent documentation, please confirm both the receipt of the papers and that you decline to sign them. A signed and dated response using the pro-forma at the foot of the enclosed copy of this letter will suffice. I enclose a stamped addressed envelope for you to return your response to me no later than Friday 28 September 2007.

Please be aware that if the signed documents are not received at BTG's offices by Friday 28 September 2007, then the US patent prosecution deadline will not be met, and the US Patent and Trademark Office may decline to take the patent applications further. The consequence of this is that any opportunity that BTG may have to commercialise the technology will be lost, along with any potential revenue stream to you and your co-inventors.

/cont

Thank you for your anticipated assistance in this matter.

Yours sincerely


Erika Szedon
Director
Legal Management & Compliance Services

- Encl Full set of US patent application documentation as listed
Return Envelope addressed to Karen Murphy at BTG
Copy of this letter
Return Envelope addressed to Erika Szedon at KCL

Cc Dr Alison Campbell

ACKNOWLEDGEMENT OF DOCUMENTATION / CONFIRMATION OF
INTENTIONS

I acknowledge receipt of the letter from Karen Murphy at BTG and patent documentation forwarded to me under cover of this letter.

AND

I intend to sign and return the documents to Karen Murphy at BTG

OR

I decline to sign the documents

(please delete as appropriate)

Date documents received

Name (please print)

Signed

Date

EXHIBIT M



11 April 2007

Dr M Sharief
Dept of Clinical Neurosciences
Guy's, King's & St. Thomas' School Of Medicine
Hodgkin Building
Guy's Hospital
London
SE19RT

Dear Dr Sharief

Re: National Patent Applications corresponding to PCT/GB04/002089
National Patent Applications corresponding to PCT/GB04/003524
International Application No. PCT/GB05/004516
Our refs: 143884 [REDACTED] 00850

With respect to International Applications Nos. PCT/GB04/002089 and PCT/GB04/003524, national applications have been filed at the relevant Patent Offices and, in order to complete the filing formalities for these applications, a number of documents require your signature. Therefore, the following documents are enclosed:

International Application No. PCT/GB04/002089

Copy of International application, as published
Preliminary amendment as filed at the United States Patent & Trademark Office
US Assignment document and Inventors Declaration document
Canadian Assignment document – NB this document requires witnessing
Spanish Assignment document
Finnish Assignment document
Swedish Assignment document

International Application No. PCT/GB04/003524

Copy of International application, as published
US Assignment document and Declaration and Power of Attorney document
Canadian Assignment document – NB this document requires witnessing
Chinese Assignment document
Finnish Assignment document
Swedish Assignment document

International Application No. PCT/GB05/004516

Copy of International application, as published
Appointment of agent document

BTG International Ltd

8th Floor Place Vendome, London EC4M 7SB T: +44 (0)20 7575 0000 F: +44 (0)20 7575 0010
info@btgplc.com www.btgplc.com

BTG International Ltd is a member of the BTG Group of Companies.
BTG International Ltd is registered in England and Wales under company number 03332210.



I would appreciate it if you could sign and date the enclosed documents, where indicated, and return them to me as soon as possible. A self-addressed envelope is enclosed for your convenience.

Thank you for your assistance with respect to this matter.

Yours sincerely

A handwritten signature in black ink, appearing to read "K. Murphy".

Karen Murphy
IP Business Services

EXHIBIT N

Your ref:
Our ref: IP004/0030

14 September 2007

PRIVATE AND CONFIDENTIAL

Dr M K Sharief
~~22 Mainridge Road~~
~~Onslehurst~~
~~Kent~~
~~BR7 6DW~~

Dear Dr Sharief

Re: Patent Prosecution Formalities Documents from BTG

Please see the enclosed letter from Erika Szedon. We have been trying to deliver this letter and its enclosures to your home address since 4 September, but the courier company have reported no response on three occasions. I am therefore sending another copy in the hope that you will receive it by standard mail since it contains important news.

As you will see from the letter we have now reached the stage where the future of the patent applications is in jeopardy because we are unable to provide the US Patent and Trademark Office with the signed documents they require. The USPTO are currently advising that they will refuse to prosecute the applications further unless we can provide the signed documents or present them with formal evidence that you have received the paperwork but that you decline to sign. Ms Szedon's letter includes a statement for you to complete and return to us confirming which course of action you choose to take.

If you are happy to sign the documents please let me know as a matter of urgency and we can arrange for the courier company to deliver them to you at a time and address convenient for you. If you do not agree to sign the documents please sign the statement at the foot of Ms Szedon's letter completing the details requested, and return it to her no later than 28 September. All of the documentation referred to in the statement was forwarded to you by Jane Ensor from Howrey's in May, so you should already be in receipt of the package and be able to confirm that you have received it.

Many thanks. If you have any queries do give me a call.

Yours sincerely

Janet Urand
IP Administrator
janet.urand@kcl.ac.uk
020 7848 8099

c.c. Ms Erika Szedon, Director, Legal Management and Compliances Services